

LETTER OF COMMITMENT BETWEEN THE FENACERCI AND THE PUBLIC SECURITY POLICE

BETWEEN:

FENACERCI, headquartered at Rua Augusto Macedo, n2-A 1600-794 Lisbon, taxpayer no. 501 562 966, hereby represented by Julieta Esteves Branco Sanches de Almeida Vasconcelos, as Chairman of the Board of Directors and Joaquim Ascensão Pequicho, as Vice-Chairman of the Board of Directors, as **First Party**, hereinafter referred to as *FENACERCI*;

And

The PUBLIC SECURITY POLICE, headquartered at Largo da Penha de França, nº 1, 1199-010 Lisbon, legal person no. 600006662, hereby represented by its National Director, Superintendent Luís Miguel Ribeiro Carrilho, as **Second Party**, hereinafter referred to as *PSP*;

WHEREAS:

- **FENACERCI** - National Federation of Social Solidarity Cooperatives is a public utility institution that represents existing Social Solidarity Cooperatives throughout the continental territory, which provide services to children, young people and adults with intellectual disabilities and/or multiple disabilities. Its mission is to promote the quality and sustainability of the responses provided by its network of members, through representation and training processes based on logics of recognition, validation and accreditation in the community and together with different institutional interlocutors; and

- **The Public Security Police** is a uniformed and armed security force, with the nature of a public service and endowed with administrative autonomy, whose mission is to defend democratic legality, guarantee internal security and the rights of citizens, in accordance with the provisions of the Constitution of the Portuguese Republic and the Law.

This Letter of Commitment is hereby signed, which is governed by the following clauses:

of which the preceding recitals form an integral part:

Clause One

(Object)

1. The purpose of this Letter of Commitment is to promote collaboration and cooperation between the two Contracting Parties, within the scope of the "Guiding Guide for the Promotion of Access to Justice for Persons with Intellectual and/or Psychosocial Disabilities", hereinafter referred to as *the Support Guide*.

2. The purpose of this Letter of Commitment is the definition and implementation of a strategy for disseminating the Support Guide to the stakeholders of each of the entities, within the scope of their mission and attributions.

Clause Two

(Obligations of the Contracting Parties)

1. Within the scope of this Letter of Commitment, **FENACERCI** and the **PSP** undertake to:
 - a) Collaborate in the dissemination and dissemination of the *Support Guide*;
 - b) Collaborate in the sharing of knowledge around matters related to access to justice for people with intellectual and/or psychosocial disabilities;
 - c) Develop, when justified, information and awareness-raising initiatives related to the *Support Guide*;
 - d) Collaborate in evaluation and research studies of unequivocal interest to both entities, namely in the area of access to justice for people with intellectual and/or psychosocial disabilities;
 - e) Collaborate in the preparation of contributions and opinions in the area of access to justice for people with intellectual and/or psychosocial disabilities;
 - f) To share results of studies and/or scientific information useful for the professional practice of the two entities;
 - g) Participate and collaborate in jointly promoted events;
 - h) designate contact points with a view to facilitating effective cooperation between the two entities;
 - i) Frame the object and obligations of the parties referred to in this Letter of Commitment, under the Collaboration Protocol under the Blue Significant Special Programme.

2. The collaboration of Party B under the terms set forth in paragraphs d) and e) of the previous paragraph is subject to prior and case-by-case assessment by Party A.

Third Clause

(Referencing of the Project and its Authorship)

1. In communicating and disseminating information about the Support Guide, the Parties will refer to the name of the project (ENABLE - "Promoting inclusion and access to justice for defendants with intellectual and psychosocial disabilities").
2. Both Parties recognize that the name of the project may not be associated with any political or sectarian cause or in a manner inconsistent with the status, reputation and neutrality of the Parties.

Clause Four

(Confidentiality)

1. The Contracting Parties undertake to maintain confidentiality about the content of this Letter of Commitment as well as any information, written or verbal, that they have or will receive, except to the strict extent necessary for the purposes of executing this Letter of Commitment, complying with legal provisions or for recourse to judicial means in the event of a dispute, or when they are authorized to do so by the other Party.
2. Information considered confidential, under the terms of this clause, may not be used, in whole or in part, except under the terms of this Letter of Commitment, and must be kept after the termination of this Letter of Commitment.

3. The provisions of the preceding paragraphs shall not apply in the event that the information is or becomes general knowledge, provided that such knowledge does not occur through breach of this Undertaking, as well as when it is already known to the other Party before receiving it, when it is necessary to disclose it in view of the non-compliance with this Undertaking or the compliance with legal obligations of the Parties.
4. The confidentiality obligations referred to herein will survive termination of this Commitment.

Clause Five

(Protection and processing of personal data)

1. The Parties declare that the personal identification data and related to the respective positions and/or functional powers of the natural persons representing them in the conclusion of this Letter of Commitment and the personal identification and contact data of the natural persons who perform any acts on behalf of one of the Parties have been transmitted between them, for the performance of the respective obligations.
2. The collection and storage of the personal data referred to in the previous paragraph is intended for the identification of the representatives of the Parties to the Letter of Commitment, in order to ensure their powers to bind the Parties and to identify the persons who carry out the acts of execution on their behalf in the Letter of Commitment and the normal execution of the same, and shall be retained for the entire period of implementation of this undertaking.

3. The Parties mutually acknowledge the possibility of extending the period of retention of the personal data indicated in numbers 1 and 2 of this clause until the end of the period legally defined by the prescription of any right arising from compliance or non-compliance with this Letter of Commitment, based on their legitimate interest for this purpose.
4. By virtue of this Letter of Commitment, the Contracting Parties, as controllers of such data, undertake to notify the natural persons representing them in the conclusion of the Engagement and the persons designated pursuant to this Clause, before transmitting the indicated data to the other Party, of the fact that they are going to transmit the data to the other Party to the Commitment, providing data subjects with appropriate clarifications in this regard.
5. The parties shall provide the data subjects with all the information provided for this purpose under the applicable legislation on personal data, in cases where they collect personal data directly from the data subjects.
6. If it is necessary, as a result of the execution of this Letter of Commitment, to process or communicate between the Parties any personal data other than those provided for in this Letter of Commitment, the Parties undertake to regulate, individually, such situations by amending this Commitment.

Clause Six (Term)

This Letter of Commitment enters into force on the day following its signature and is in force for a period of 3 (three) years, being renewed for equal and successive periods, if none of the Parties denounces it, by registered letter with acknowledgement of

receipt, at least 30 (thirty) days in advance of the end of its term of validity, and without prejudice to the completion of any ongoing activities.

Clause Seven

(Revocation and Resolution)

1. This Letter of Commitment may be revoked, at any time, by common written agreement between the Contracting Parties.
2. Failure by any of the Parties to comply with the obligations contained in this Letter of Commitment entitles the non-defaulting party to the right to terminate it.
3. The termination must be notified to the defaulting party, by registered letter with acknowledgement of receipt.
4. This Letter of Commitment may also cease when its object and obligations are included and its introduction within the scope of the Blue Significant Special Programme.

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(Changes, omissions and doubts)

1. This Letter of Commitment may, at any time, be subject to renegotiation and amendments, by common agreement between the Contracting Parties, which must be subject to an addendum.

2. Any omissions and doubts that arise from the execution of this Letter of Commitment shall be resolved between the parties and shall be subject to an addendum thereto.

Clause None

(Communications between the Parties)

Communications between the Parties under this Letter of Commitment shall be made in writing, by post or e-mail, to the following addresses:

FENACERCI

Rua Augusto Macedo, n.º 2-A

1600-794 Lisbon,

E-mail: administracao@fenacerci.pt | fenacerci@fenacerci.pt

PUBLIC SECURITY POLICE

National Directorate of Public Security Police

Largo da Penha de França, n.º 1

1199-010 Lisbon

E-mail: contacto@psp.pt | proximidade@psp.pt

And because they have voluntarily agreed to do so, the Parties sign this Commitment, in a total of 10 (ten) pages, made in duplicate, with one copy in the possession of each of the Parties

Lisbon, August 21, 2024.

By First Party,

The Chairman of the Board of Directors of Fenacerci

(Julieta Sanches)

The Vice-Chairman of the Board of Directors of Fenacerci

(Joaquim Pequicho)

The Second Party

By the Public Security Police
The National Director

Luís Miguel Ribeiro Carrilho
Superintendent